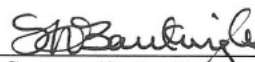




**SO ORDERED.**

**SIGNED this 7th day of December, 2017**

**THIS ORDER HAS BEEN ENTERED ON THE DOCKET.  
PLEASE SEE DOCKET FOR ENTRY DATE.**

  
Suzanne H. Bauknight  
UNITED STATES BANKRUPTCY JUDGE

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**IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
EASTERN DISTRICT OF TENNESSEE**

In re

DAVID ANTHONY CUNEO

Debtor

Case No. 3:17-bk-33044-SHB  
Chapter 7

**ORDER**

The Court, on its own motion, directs Debtor and a representative of Bank of the Ozarks to appear on January 11, 2018, at 9:30 a.m., in Bankruptcy Courtroom 1-C, First Floor, Howard H. Baker, Jr. United States Courthouse, Knoxville, Tennessee, to show cause why the Reaffirmation Agreement filed with Bank of the Ozarks on December 6, 2017 [Doc. 15], whereby Debtor proposes to reaffirm a \$15,170.82 obligation secured by a 2015 Subaru Forester should not be disapproved and declared non-binding and unenforceable because subsection C.1. of Part II: Debtor's Statement in Support of Reaffirmation Agreement establishes that Debtor will have (\$526.10) available to make a monthly payment of \$428.90. Although Debtor's attorney has certified that, in his opinion, Debtor has the ability to make the required payments notwithstanding that a presumption of undue hardship has been established, Debtor's explanation that he is not

reaffirming another vehicle, his long-term girlfriend is contributing, and he is receiving overtime does not, without further explanation, adequately rebut the presumption with the result that the Court, pursuant to 11 U.S.C. § 524(m)(1), presumes the Agreement to impose an undue hardship on Debtor.

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